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CC Docket 94-129
(FCC 97-248)

From: Tom Henningsen <tomh+@andrew.cmu.edu>
To: FCCMAIL.SMTPNLM("slamming@comments.fcc.gov")
Date: 7/28/97 11:14am
Subject: Proposed Slamming Rule Changes

RECEIVED

JUL 28 1997

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

RE: FCC Proposes Further Action To Prevent Slamming (CC Docket No. 94-129), July 15, 1997.

My recent experience with Sprint (referenced below) would indicate that changes in the Slamming Rules are badly needed. Specifically:

- 1) The Carrier should be required to honor the oral contract agreed to between the Customer and the Salesperson. To avoid disputes over what the parties agreed to, a recorded line should be used to summarize the agreement. (My stock broker does this routinely.)
- 2) The Salesperson should be required to identify himself and his affiliation, and he should provide a telephone number the Customer can use to reach him should further information or clarification be needed. (In my case, Sprint is refusing to provide this information and it appears that they have a wall in place to prevent the Customer from contacting the Salesperson. Providing this access would substantially increase the accountability of the Salesperson)
- 3) The third party used to confirm the transaction should also be required to identify himself and his affiliation, and provide a telephone number. (In my case, Sprint is refusing to provide that information.) It is perhaps at this stage that the complete transaction with all the rates and terms should be recorded.
- 4) The Carrier should not be able to change the Customer's supplier without an LOA or without the Customer himself contacting his local carrier. (In my case, Sprint has attempted to switch the service in spite of specific instructions to the Salesperson, and to the third party, not to switch until I had received the rate information in writing and provided them with an LOA. Only because I had a ~Pic Freeze~ in place was this prevented.)

The present system seems designed to encourage fraud. Secure with the knowledge that he will not be held accountable, the salesperson can say anything to make the sale. If the customer complains hard enough, Sprint mails him a polite letter apologizing for the ~miscommunication that may have occurred (Sprint 7/21/97)~ and can then move on to the next victim. If a grocery store systematically listed one price in the store and charged a higher price at the cash register, they would be prosecuted.

Tom Henningsen, 7/27/1997

Below is a copy of a letter describing my Sprint encounter and mailed to the FCC on July 1, 1997:

FCC
Common Carrier Bureau Mail
Consumer Complaints
Stop Code 1600A2

Tom Henningsen
PO Box 263
Monroeville, PA 15146
E-mail: tomh+@andrew.cmu.edu

3
cc: [unclear] [unclear]
[unclear] [unclear]

Washington
DC 20554

Tel: 412-373-2962

July 1, 1997

Subject:

Telephone 412-373-2962

Sprint Account #190199626 (Sprint also used #190260186)

Local Telephone provider, Bell Atlantic

THE PROBLEM

On Wednesday, June 11, 1997, I received a telephone call from ~Donald~, a telemarketer from Sprint. Over the next half hour, we discussed in detail the specific rates Sprint is offering for local toll calls, U.S. long distance calls, international calls to Denmark, Foncard, 800 number, and the long distance component of cellular calls. Donald seemed very well informed about the rate structures. Since the package was attractive, I agreed to open an account, but specified that the rate information be provided in writing before the service was switched. Donald assured me the written information would be provided and that the account would not be switched until I returned a signed portion of these papers.

On Wednesday, June 18, 1997, I received a letter from Sprint with a rate structure much more costly than the one previously agreed on. I immediately called Sprint Customer Service where I was told that the written information was correct and that Sprint has no pricing that matched the one offered by Donald. The operator suggested that an eager salesman was responsible for the problem, but Sprint was not going to honor the oral contract. I then requested to talk to Donald but was told that there was no information in the Sprint records that could identify the sales person.

It required a week of telephone calls to learn that the sales person was Donald Scruggs. He works for a partnership in which Sprint has an interest, but the supervisor refused to provide the name and address of the partnership. Asking for a telephone number, I was told that Donald works in a facility that has only outgoing telephone lines.

At this point, I don't know if I encountered a sales person out of control, or if Donald Scruggs worked out the contract in good faith and Sprint decided not to honor it.

On Saturday, June 21, I received a letter from Sprint telling me that they were attempting to switch my account to Sprint.

RELIEF

Sprint should be required to honor the contract agreed to by their representative, Donald Scruggs.

Beyond that, the FCC should look into the accountability of Sprint's telemarketers. The wall that Sprint has in place between these people and the customer can only generate the type of problem we are seeing here. Tape recording the sales calls might help document what was agreed on.

I have been advised not to talk to telemarketing people, but the telephone companies provide a wide range of services with a dizzying

array of rates, and professional help is needed to sort through this maze. It is important that this service be delivered with a high level of professional integrity.

Tom Henningsen

cc: William T. Esrey, Chairman, Sprint Headquarters, 2330 Shawney Mission Parkway, Westwood, KS 66205
Consumers Union, 101 Truman Avenue, Yonkers, NY 10703-1057
Attachments: (2)

DETAILED BACKGROUND INFORMATION

On Wednesday, June 11, 1997, I received a telephone call from ~Donald~, a telemarketer from Sprint. Since our long distance and international telephone bills are high, and we are planning to add cellular service, I talked to him. Donald explained that Sprint was putting in place a new rate structure which has no monthly fees. Long distance would cost 10 cent/min every day, 24 hrs a day. Over the next half hour we discussed in detail the specific rates Sprint was offering. International calls to Denmark would be 38 cent/min with a 20% discount, thus equal to 30.4 cent/min, during the week, and Weekend rates would be 19 cent/min from Friday at 6:00 pm to Monday at 7:00 AM with no monthly fees. The Sprint Foncard would cost 25 cent/min and could, at that rate, be used long distance within the US or International. The 800 number would be 10 cent/min. No monthly fees. Local toll calls would be 10 cent/min with no monthly fees. The long distance component of a cellular telephone call would be 10 cent/min. Donald seemed very well informed about the rate structures, only on the international calls did he appear to be consulting background material. He urged me to open an account right then and offered 100 free minutes as an inducement. Since the package was attractive, I agreed to open the account, but specified that the rate information be provided in writing before the service carrier was switched. Donald assured me the written information would be provided and that the account would not be switched until I returned a signed portion of these papers. I explained that a ~Switch Freeze~ was in effect on our line because of an earlier problem with ~Slamming~ involving another company. At this point, Donald connected us to ~Tracy~ to confirm our agreement. He gave her order number 667-657. With both Tracy and Donald on the phone, I repeated, and they both confirmed, that no switching of carrier was to take place before I received the written information and returned the signed authorization. Finally, I asked Donald for his name and telephone number, and was told that it was ~Donald~ and the telephone number 800-877-4646. This number later turned out to be Customer Service and could not connect me to Donald.

On Wednesday, June 18, 1997, I received a letter from Sprint with a rate structure much more costly than the one previously agreed on (see attachment). I immediately called Sprint Customer Service, 800-877-4646, where I was told that the written information was correct and that Sprint has no pricing matching the one offered by Donald. The operator suggested that an eager salesman was responsible for the problem but said that Sprint would not honor the oral contract. With 25 years experience in ordering specialized equipment over the telephone, to me the obvious approach to this issue was to contact Donald and find out what the problem was. I, therefore, asked the operator to connect

me to him but was told that there was no information in the Sprint records that could identify the sales person. I requested to talk to a supervisor and was connected to Brenda Demoss in the Sacramento Office. She gave me the same information and further explained that the name ~Donald~ was not sufficient to identify the sales person. When I pointed out that there had to be records identifying him, she agreed to investigate and told me that she would get back to me. She provided her phone number as 800-364-6456.

Having heard nothing by Monday, June 23, I attempted to reach Ms. Demoss and left a message on her voice mail.

Having heard nothing by Tuesday, June 24, I again called Customer Service and reached supervisor Felipa Clark at the Sacramento Office. She explained that Ms. Demoss was leaving the office in a couple of days (presumably that explained why my calls had not been returned). She repeated that Sprint could not provide the pricing agreed to by Donald, and, at one point, suggested that it would be my word against Donald~s as to what we had agreed on. She then suggested some minor temporary price reductions from Sprint~s regular rates.

Asked about Donald~ full name and his affiliation, she told me that his name is Donald Scruggs and that he works for a partnership in which Sprint has an interest. She would not provide the name and address of this partnership and told me that I could mail correspondence to Sprint, PO Box 152646, Texas 75015-2646. This address would then forward the mail. Asked about Donald~s telephone number, she explained that he works in a facility that has only outgoing telephone lines and no incoming lines.

On Saturday, June 21, I received a letter from Sprint telling me that they were attempting to switch my account to Sprint. (See attachment.)

CC: Tom Henningsen <tomh+@andrew.cmu.edu>

Received: From [165.135.0.253] gatekeeper2.fcc.gov
By mail.fcc.gov (GroupWise SMTP/MIME daemon 4.11)
Mon, 28 Jul 97 11:16:22 EDT
Received: by gatekeeper2.fcc.gov; id LAA05899; Mon, 28 Jul 1997 11:17:16 -0400 (EDT)
Received: from po6.andrew.cmu.edu(128.2.10.106) by gatekeeper2.fcc.gov via smap (3.2)
id xma005897; Mon, 28 Jul 97 11:17:14 -0400
Received: (from postman@localhost) by po6.andrew.cmu.edu (8.8.2/8.8.2) id LAA02667; Mon, 28 Jul 1997 11:15:45
-0400
Received: via switchmail; Mon, 28 Jul 1997 11:15:44 -0400 (EDT)
Received: from pcs15.andrew.cmu.edu via qmail
ID </afs/andrew.cmu.edu/service/mailqs/q003/QF.4nr=RPy00iV100dkUW>;
Mon, 28 Jul 1997 11:14:36 -0400 (EDT)
Received: from pcs15.andrew.cmu.edu via qmail
ID </afs/andrew.cmu.edu/usr21/tomh/.Outgoing/QF.Unr=ROu00iV1Q1Y0h0>;
Mon, 28 Jul 1997 11:14:35 -0400 (EDT)
Received: from
mms.4.170.Jun.27.1996.16.34.50.sun4.41.MacMail.5.2.CUILIB.3.45.SNAP.NOT.LINKED.pcs15.andrew.cmu.edu.su
n4m.412
via MS.5.6.pcs15.andrew.cmu.edu.sun4_41;
Mon, 28 Jul 1997 11:14:34 -0400 (EDT)
Message-ID: <4nr=ROq00iV1E1Y0Zd@andrew.cmu.edu>
Date: Mon, 28 Jul 1997 11:14:34 -0400 (EDT)
From: Tom Henningsen <tomh+@andrew.cmu.edu>
To: slamming@comments.fcc.gov
Subject: Proposed Slamming Rule Changes
Cc: info@attorneygeneral.gov, alliance@afj.org,
Tom Henningsen <tomh+@andrew.cmu.edu>